



PHILIP L. BROWNING
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Board of Supervisors

GLORIA MOLINA
First District
MARK RIDLEY-THOMAS
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

September 04, 2012

23 September 4, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATIONS TO AWARD CONTRACTS FOR EMERGENCY SHELTER CARE
SERVICES WITH VARIOUS LICENSED FOSTER PARENTS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) seeks to execute ten (10) Emergency Shelter Care (ESC) Services contracts based on a recent Request for Statement of Qualifications (RFSQ) to provide temporary shelter to children and youth taken into protective custody by DCFS. The ESC Program is designed to provide continuous bed availability twenty-four (24) hours a day, seven (7) days a week, at pre-established monthly rates to ensure emergency shelter care is available when needed for teen mothers with infants, children, and youth. The current contracts will expire on September 30, 2012.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of DCFS, or designee, to prepare and execute ten (10) contracts (substantially similar to the form contract in Attachment B) with qualified contractors as specified in Attachment A for the provision of emergency shelter care services, effective October 1, 2012, through September 30, 2013, with the County option to extend for four (4) additional one (1) year periods through September 30, 2017. The aggregate five (5) year Maximum Contract Amount for the ten (10) contracts is \$676,000. The Annual Maximum Contract Amount is \$135,200, of which, eighty-five (85) percent (\$114,920) is Federal revenue, and fifteen (15) percent (\$20,280) is net County cost (NCC). Annual and Maximum Contract Amounts for each contractor are listed on Attachment A. Funding is included in the Department's Fiscal Year (FY) 2012-13 Final Adopted Budget, and will be included for subsequent fiscal years in the Department's future budget requests.

2. Delegate authority to the Director of DCFS, or designee, to execute additional contracts (substantially similar to the form contract in Attachment B) as needed with new contractors who apply and are qualified under the ESC RFSQ, effective the date of execution by the DCFS Director through next September 30th within the five (5) year contracted term, and with the County option to extend the contracts for the remaining additional one (1) year periods through September 30, 2017. The approval of County Counsel will be obtained prior to execution of additional contracts. The DCFS Director will notify the Board and the CEO in writing within ten (10) business days after execution.
3. Delegate authority to the Director of DCFS, or designee, to execute amendments or written notices for any required term extensions, and to execute amendments to the current contracts to increase or decrease bed capacity as necessary. The approval of County Counsel will be obtained prior to executing amendments and written notices. The DCFS Director will notify the Board and the CEO in writing within ten (10) business days after execution.
4. Delegate authority to the Director of DCFS, or designee, to terminate contracts for convenience, provided that the contractor requests termination in writing, and/or the Director of DCFS finds that it is in the best interest of the County to terminate the contract for convenience. The Director of DCFS will notify the Board and the CEO in writing within ten (10) business days after termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current ESC Services contracts will expire on September 30, 2012. The recommended actions will ensure continuous availability of beds for temporary placements of children taken into protective custody by DCFS staff, pending court disposition, and/or until stable placement is secured. These services ensure that immediate placement and a healthy and safe environment are available to children, youth, sibling groups, and teen mothers with infants.

In order to respond quickly to the need for ESC beds, DCFS is also requesting delegated authority for the DCFS Director, or his designee, to execute additional contracts and terminate contracts for convenience. DCFS believes that terminating contracts of contractors who are no longer able or willing to continue providing services is appropriate because it is not in the County's best interest to compel performance under these circumstances. These recommended actions will provide DCFS flexibility to ensure that bed availability matches needs.

It is important that DCFS continue to maintain reliable and safe, temporary placements for children taken into protective custody after regular office hours, weekends, and holidays. Without approval of the recommended actions, placements would not be readily available for emergency placements, and child safety and well-being would be jeopardized.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan's Goal #5, Children and Families' Well-Being: Strategy 3 – Safety and Survival to enhance the ability of children to live in safe, stable, and nurturing families. The recommended actions will ensure a safe haven for children in need of protection from abuse, neglect and distress, as measured by the

achievements in four of the six outcome areas adopted by the Board related to good health, economic well-being, safety and survival, and social and emotional well-being.

FISCAL IMPACT/FINANCING

The total Annual Contract Amount for the ten (10) contracts for the initial contract term of October 1, 2012, through September 30, 2013, is \$135,200. The aggregate five (5) year Maximum Contract Amount is \$676,000 if the four County option years are exercised for all contracts ($\$135,200 \times 5 = \$676,000$). The annual and five (5) year amounts for each contractor are shown in Attachment A. The contracts will be funded using eighty-five (85) percent (\$114,920) Federal revenue and fifteen (15) percent (\$20,280) net County cost. Funding is included in the Department's FY 2012-13 Adopted Budget, and will be included for subsequent fiscal years in the Department's future budget requests.

The annual budget for ESC is \$400,000. The remaining \$264,800 ($\$400,000 - \$135,200 = \$264,800$) will be allocated, as needed, upon the execution of additional contracts with new contractors who apply and qualify under the ESC RFSQ.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The ESC Services contract is authorized under the California Government Code, Sections 26227, 31000 and 53703, which permit DCFS to contract with qualified contractors who are licensed as foster parents by the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) and have at least six (6) months of active experience as a licensed foster parent in Los Angeles County providing ESC services. On April 8, 2011, CDSS approved an RFSQ process and a five-year contract term for the ESC Program.

The contract requires the contractors to have beds continuously available twenty-four (24) hours a day, seven (7) days a week, at pre-established monthly bed availability rates as follows: \$300 per bed for children, newborn to twelve (12); \$400 per bed for youth, ages twelve (12) to seventeen (17); \$1,600 for sibling groups, newborn to seventeen (17) (a minimum of four (4) beds is required at \$400 per bed); and \$600 for one (1) bed and one (1) crib for teen mothers with infants. When the contractor's available beds are utilized, the contractor receives additional compensation at the "B", "D" or "F" rates established under Aid to Families with Dependent Children-Foster Care (AFDC-FC), based on the child's status and the number of days in the contractor's home. Upon placement, the contractor provides full supportive services, including but not limited to, supervision, clothing, food, emergency medical treatment, and transportation to and from medical and dental appointments.

In order to respond quickly to sudden increases in service needs on very short notice, the contract includes a provision to allow contractors to temporarily convert available beds designated for other service needs to ESC beds for up to four (4) months. The cost for this service is the normal bed rate, not to exceed thirty-five (35) percent of the Annual Maximum Contract Sum. These costs are built into the Annual Maximum Contract Sum for contractors who agree to participate in this fluctuating service activity.

The contract complies with all applicable Federal, State, and local laws and regulations in delivering ESC services. It also expressly provides that the County is not obligated to pay contractors any amount whatsoever in excess of the Annual Maximum Contract Sum.

After consulting with CEO Risk Management, DCFS determined that it was necessary for the contract to deviate from the standard insurance coverage requirements established for most County contractors. ESC Contractors are required to maintain homeowner's or renter's liability insurance with a minimum of \$300,000 personal liability coverage and automobile liability insurance coverage at not less than what is required by State law.

The contract excludes the usually mandatory requirement to register on the County's WebVen because licensed foster parents are not required to register due to confidentiality restrictions imposed by State Welfare and Institutions Code (WIC) Section 308.

The Department has determined that a Cost-of-Living Adjustment (COLA) provision was not required for the recommended contract.

The ten (10) contractors listed on Attachment A have been found to be responsive and responsible, and in compliance with all requirements. Nine (9) of the contractors are current ESC contractors for the contracts ending September 30, 2012, and one (1) is a new contractor.

The Department has evaluated ESC services and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

The CEO has reviewed and approved this Board letter. County Counsel has approved the form contract in Attachment B as to form.

CONTRACTING PROCESS

The proposed contractors in this Board Letter were selected from the Request for Statement of Qualifications (RFSQ) issued on November 21, 2011. DCFS obtained written approval from the California Department of Social Services (CDSS) to solicit qualified licensed foster parents using the RFSQ solicitation process, which includes a review of qualifications and compliance with appropriate policies and procedures. Applicants with the necessary qualifications and licenses who comply with RFSQ requirements are eligible to contract with the County.

On November 21, 2011, DCFS released the RFSQ for ESC Services and notified approximately five hundred and seventy six (576) licensed foster parents in Los Angeles County by U.S. Mail. DCFS advertised the RFSQ in local newspapers, on the County's website, and on DCFS' website. DCFS received responses from fourteen (14) individuals, of which ten (10) are qualified to be contractors approved by your Board.

The RFSQ contained an initial period to submit Statements of Qualification (SOQs) from January 6, 2012, through January 26, 2012. The qualified contractors listed on Attachment A met all of the RFSQ requirements by the January 26, 2012, deadline. The RFSQ also includes a subsequent period to submit SOQs beginning October 2, 2012, through January 25, 2017, so that DCFS can obtain additional qualified contractors and execute contracts as needed throughout the term of the contract.

CONTRACTOR PERFORMANCE

DCFS will maintain regular contact with the contractors, and will conduct comprehensive foster

family home-visit evaluations every six months. The home-visit evaluations allow DCFS to monitor the contractors' compliance with the contract and applicable regulations, including the well-being of placed children and the condition of the foster home.

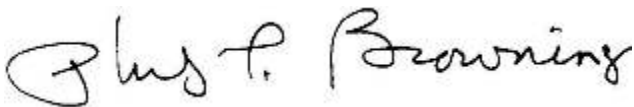
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Current ESC services contracts have allowed DCFS to access temporary placement options for children taken into protective custody after normal business hours, during weekends and holidays. Approval of the recommended actions will ensure continued availability of beds needed for emergency placements.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Department of Children and Family Services.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Philip L. Browning". The signature is fluid and cursive, with the first name "Philip" and last name "Browning" clearly distinguishable.

PHILIP L. BROWNING

Director

PLB:CMM
DM:RD:bm

Enclosures

c: Enclosures (2)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

ATTACHMENT B

EMERGENCY SHELTER CARE SERVICES CONTRACT

(CFDA# 93.658)

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

LICENSED FOSTER PARENT

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

October 2012

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
EMERGENCY SHELTER CARE SERVICES CONTRACT**

TABLE OF CONTENTS

Section Number and Title	Page
RECITALS	1
PART I: UNIQUE TERMS AND CONDITIONS	2
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS	2
2.0 TERM	4
3.0 CONTRACT SUM	4
4.0 INSURANCE REQUIREMENTS	6
5.0 INVOICES AND PAYMENTS	9
6.0 CONFIDENTIALITY	11
7.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS	12
8.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM	13
9.0 SUBCONTRACTING	14
10.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE	14
PART II: STANDARD TERMS AND CONDITIONS	15
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR	15
2.0 ADMINISTRATION OF CONTRACT – COUNTY	15
3.0 AMERICANS WITH DISABILITIES ACT (ADA)	16
4.0 ASSIGNMENT AND DELEGATION	16
5.0 AUTHORIZATION WARRANTY	17
6.0 BUDGET REDUCTION	17
7.0 CHANGES AND AMENDMENTS	17
8.0 CHILD ABUSE PREVENTION REPORTING	18
9.0 CHILD SUPPORT COMPLIANCE PROGRAM	19
10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM	19
11.0 COMPLAINTS	20
12.0 COMPLIANCE WITH APPLICABLE LAWS	20
13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS	21
14.0 COMPLIANCE WITH JURY SERVICE PROGRAM	22
15.0 CONDUCT OF PROGRAM	23
16.0 CONFLICT OF INTEREST	23
17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT	24
18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST	24
19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING	24
20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)	25
21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT	25
22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	27
23.0 CONTRACTOR'S WORK	27

24.0	COUNTY'S QUALITY ASSURANCE PLAN	27
25.0	DEFAULTED PROPERTY TAX REDUCTION PROGRAM	28
26.0	EMPLOYMENT ELIGIBILITY VERIFICATION	28
27.0	EVENTS OF DEFAULT	29
28.0	FAIR LABOR STANDARDS	30
29.0	FIXED ASSETS	30
30.0	FORMER FOSTER YOUTH CONSIDERATION	30
31.0	GOVERNING LAW, JURISDICTION, AND VENUE	31
32.0	INDEMNIFICATION	31
33.0	INDEPENDENT CONTRACTOR STATUS	31
34.0	LIQUIDATED DAMAGES	32
35.0	MOST FAVORED PUBLIC ENTITY	33
36.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION	33
37.0	NON EXCLUSIVITY	34
38.0	NOTICE OF DELAYS	35
39.0	NOTICE OF DISPUTE	35
40.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	35
41.0	NOTICES	35
42.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	35
43.0	PROPRIETARY RIGHTS	35
44.0	PUBLIC RECORDS ACT	37
45.0	PUBLICITY	38
46.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	38
47.0	RECYCLED-CONTENT PAPER	40
48.0	SAFELY SURRENDERED BABY LAW	40
49.0	SHRED DOCUMENT	40
50.0	TERMINATION FOR CONTRACTOR'S DEFAULT	41
51.0	TERMINATION FOR CONVENIENCE	42
52.0	TERMINATION FOR IMPROPER CONSIDERATION	43
53.0	TERMINATION FOR INSOLVENCY	43
54.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	44
55.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS	44
56.0	USE OF FUNDS	44
57.0	VALIDITY	45
58.0	WAIVER	45
59.0	WARRANTY AGAINST CONTINGENT FEES	45
60.0	WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION	45

EXHIBITS

EXHIBIT A: STATEMENT OF WORK	47
Exhibit A-1: County's Performance Requirements Summary	63
Exhibit A-2: Performance Requirements Summary	64
Exhibit A-3: Emergency Shelter Care Services Capacity Agreement	66
Exhibit A-4: Pricing Schedule	67
Exhibit A-5: Line Item Budget	68
Exhibit A-6: Contractor's Invoice	69

Exhibit A-7: Reporting Procedures	70
Exhibit A-8: Contact Numbers	71
Exhibit A-9: Termination of Emergency Shelter Care Services	72
Exhibit A-10: Request for Time Off	73
Exhibit A-11: Control Log.....	74
Exhibit A-12: Foster Youth Bill of Rights	75
Exhibit B: CONTRACTOR's Equal Employment Opportunity (EEO) CERTIFICATION	78
Exhibit C: Los Angeles County Community Business Enterprise (LAC/CBE) Program.....	79
Exhibit D-1: CONTRACTOR Acknowledgement and Confidentiality Agreement (ESC Contractor).....	81
Exhibit D-2: CONTRACTOR Acknowledgement and Confidentiality Agreement (ESC Co-Contractor).....	82
Exhibit D-3: CONTRACTOR Acknowledgement and Confidentiality Agreement (ESC Alternate Provider).....	83
Exhibit E: Auditor-Controller Contract Accounting and Administration Handbook	84
Exhibit F: Internal Revenue Notice 1015.....	103
Exhibit G: Los Angeles County Sections 2.203.010 – 2.203.090 and County of Los Angeles Contractor Employee Jury Service Program Application for exception and Certification Form.....	104
Exhibit H: Safely Surrendered Baby Law Fact Sheet.....	105
Exhibit I: CONTRACTOR's Administration	110
Exhibit J: COUNTY's Administration	111
Exhibit K: Charitable Contributions Certification	112
Exhibit L: User Complaint Report (UCR)	113
Exhibit M: Certification of Compliance with the County's Defaulted Property Tax Reduction Program	114

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
EMERGENCY SHELTER CARE SERVICES CONTRACT**

Emergency Shelter Care Services Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2012____ by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

hereinafter referred to as Licensed Foster Parent

hereinafter referred to as Co-Licensed Foster Parent

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, the County of Los Angeles is designated to administer Emergency Shelter Care Services pursuant to the provisions of California Department of Social Services, Child Welfare Services Manual, Child Welfare Services Program Placement Sections 31-410 and 31-415;

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12 and B, C, D, E, F, G, H, I, J, K, L, and M set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A -1 and Exhibit B through M, and any attachments.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the COUNTY.
 - B. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - C. "CONTRACTOR" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

- D. "COUNTY" – means the County of Los Angeles and includes the Department of Children and Family Services.
- E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.
- F. "COUNTY Program Manager" – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- G. "Day" or "Days" – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- H. "DCFS" - means COUNTY's Department of Children and Family Services.
- I. "Director" - means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.
- J. "Fiscal Year(s)" - means the 12 month period beginning July 1st and ending the following June 30th.
- K. "Maximum Contract Sum" - means the total amount to be paid under this contract.
- L. "Statement of Work" - means the work to be performed by CONTRACTOR listed in Exhibit A.
- M. "Subcontract" – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM

- 2.1 The term of this Contract shall commence on October 1, 2012 or the date of execution by the Director of Children and Family Services, whichever is later, and shall expire on September 30, 2013, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 COUNTY shall have the sole option to extend the Contract term for up to four (4) additional one-year periods, for a maximum total Contract term of five years. Each such option and extension shall be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 2.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 30 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond September 30, 2017, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

3.0 CONTRACT SUM

- 3.1 The Maximum Contract Sum for this contract is \$ XXXXXX. The Maximum Annual Contract Sum for the initial contract period of October 1, 2012 through September 30, 2012 is \$ XXXXXX and for each of the four one-year extension options, if exercised, as provided in Section 2.2, is XXXXXX.
 - 3.1.1 COUNTY and CONTRACTOR AGREE that CONTRACTOR shall not exceed the Maximum Contract Sum in any case whatsoever, nor any Maximum Annual Contract Sum, except as provided under the 35% fluctuation option defined in Exhibits A-3 and A-4 of this contract, in which case the CONTRACTOR shall not exceed a total

of 135% of the applicable Maximum Annual Contract Sum in effect during the period(s) the CONTRACTOR participates in the fluctuation option.

- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed-priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit A-3, Emergency Shelter Care Services Capacity Agreement, pursuant to Exhibit A-4, Pricing Schedule, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Unique Terms and Conditions, Section 5.0, Invoices and Payments, of this Contract.
- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit J, County's Administration.
- 3.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit A-5, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

- 3.7 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

- 4.1.1 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions

exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

- 4.1.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 4.1.3 Cancellation of Insurance: CONTRACTOR shall provide County with, or CONTRACTOR's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 4.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 4.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A: VII unless otherwise approved by COUNTY.
- 4.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 4.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 4.1.8 Deductibles: CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles, or to provide a bond guaranteeing

CONTRACTOR's payment of all deductibles, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 4.1.9 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 4.1.10 Application of Excess Liability Coverage: CONTRACTOR'S may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 4.1.11 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 4.1.12 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

4.2 Insurance Coverage Requirements

- 4.2.1 Homeowner(s) or Renter(s) insurance, with \$300,000 personal liability coverage, covering the CONTRACTOR against liability to others for bodily injury or property damage resulting from the CONTRACTOR's use of the residence premises where children place for Emergency Shelter Care will reside.
- 4.2.2 Personal Automobile insurance, covering the CONTRACTOR against liability to others for bodily injury or property damage arising out of the ownership, maintenance or use of the CONTRACTOR'S automobile(s). Such insurance shall provide liability coverage limits not less than those required by state law.

5.0 INVOICES AND PAYMENTS

- 5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the rate of compensation specified

in the Exhibit A-4, Pricing Schedule, as supported by Exhibit A-5, Line Item Budget. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.

- 5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.
- 5.3 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-133. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.
- 5.4 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Services – Contract Accounting Section, and one copy to the COUNTY Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Jane Garcia, MSW, County Program Manager
9320 Telstar Avenue, Suite 216
El Monte, CA 91731

- 5.5 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.6 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.7 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.8 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.9 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's report, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

6.0 CONFIDENTIALITY

- 6.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation,

- COUNTY policies concerning information technology security and the protection of confidential records and information.
- 6.2 CONTRACTOR shall inform all of its officers, employees, agents and sub-contractors providing services here under of the confidentiality provisions, of this contract.
- 6.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit D-1, "Contractor Acknowledgement and Confidentiality Agreement."
- 6.4 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 6.5 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 6.6 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

7.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS

- 7.1 Pursuant to applicable Welfare and Institutions Code sections, including but not limited to sections 5328 through 5330, 10850 and 827, all ESC Children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the child, shall be shared with CONTRACTOR pursuant to the DCFS policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review an ESC Child's case records, interview an ESC Child for research or media purposes, or photograph or videotape a ESC Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles

Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by State and federal laws and COUNTY policies regarding the ESC Child's confidentiality.

7.1.1 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, State and local laws, regulations, ordinances and directives regarding confidentiality.

8.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

8.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

8.4.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

8.4.2 In addition to the amount described in Sub-Section 8.4.1, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

8.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

8.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

9.0 SUBCONTRACTING

9.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR. Any attempt by CONTRACTOR to subcontract performance of any of the terms of this Contract, in whole or in part, shall constitute a breach of the terms of this Contract. In an event of such breach, this Contract may be terminated.

10.0 TERMINATION OF CONTRACT BY CONTRACTOR FOR CONVENIENCE

10.1 This Contract may be terminated when such action is deemed by CONTRACTOR to be in its best interest, as it is no longer able to or willing to continue providing services under this Contract. Written notice of termination of this Contract should be delivered to COUNTY pursuant to Section 42.0, Notices, specifying the date upon which the termination would be effective. Such termination becomes effective upon DCFS Director's authorization delegated by the Board. The effective date of such termination shall be no less than thirty (30) days after the notice is sent.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit I, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit J, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY Program Manager

The responsibilities of the COUNTY Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

- 2.2 The COUNTY Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.
- 2.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT AND DELEGATION

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

6.0 BUDGET REDUCTION

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

- 7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

- 7.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
- 7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
 - 7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and
 - 7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
 - 7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

8.0 CHILD ABUSE PREVENTION REPORTING

- 8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
- 8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
 - 8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
 - 8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Section 50.0, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit C.

11.0 COMPLAINTS

- 11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.
- 11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
 - 11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
 - 11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.
 - 11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 11.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

12.1.2 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 12.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported

by this Contract. CONTRACTOR shall comply with Exhibit B, Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit G, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

14.1.4 CONTRACTOR's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit E, Auditor-Controller Contract Accounting and Administration Handbook.

- 19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 21.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 21.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 21.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 21.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 21.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 21.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 21.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors.

The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

21.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/eplsearch.do?multiName=true>

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit K the County seeks to ensure that all COUNTY Contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

23.0 CONTRACTOR'S WORK

23.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

23.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

24.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include

improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

25.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

25.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

26.0 EMPLOYMENT ELIGIBILITY VERIFICATION

26.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

- 26.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

27.0 EVENTS OF DEFAULT

27.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

27.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

27.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

27.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

27.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

27.2.2 The filing of a voluntary petition in bankruptcy;

27.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

27.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

27.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination

having been practiced by CONTRACTOR in violation of State and/or federal laws thereon.

28.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

29.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

30.0 FORMER FOSTER YOUTH CONSIDERATION

30.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Youth Development Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

30.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

30.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

31.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

32.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

33.0 INDEPENDENT CONTRACTOR STATUS

33.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

33.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

33.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability,

solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

- 33.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D-2, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D-3, CONTRACTOR's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

34.0 LIQUIDATED DAMAGES

- 34.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 34.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 34.3 The action noted in Sub-section 34.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 34.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 34.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

35.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 36.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Contractor's Equal Employment Opportunity (EEO) Certification.
- 36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or

other forms of compensation, and selection for training, including apprenticeship.

- 36.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- 36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

38.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

39.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit F.

41.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit I, CONTRACTOR's Administration and Exhibit J, COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43.0 PROPRIETARY RIGHTS

43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become

the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 43.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 43.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 42.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 43.4 for:
- 43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 43.3;
- 43.5.2 Any materials, data and information covered under Sub-section 43.2; and

- 43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 43.8 The provisions of Sub-sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

44.0 PUBLIC RECORDS ACT

- 44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 46.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45.0 PUBLICITY

45.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

45.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

45.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

45.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this section shall apply.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final

payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 46.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing

standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

47.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

48.0 SAFELY SURRENDERED BABY LAW

48.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 SHRED DOCUMENT

49.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

- 49.2 Documents for record and retention purposes in accordance with Subsection 46.5 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:

50.1.1 CONTRACTOR has materially breached this Contract;

50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

- 50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor

were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

50.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 51.0, Termination for Convenience.

50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 53.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 32.0, Indemnification.

50.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance of

work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

- 51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

- 51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 46.0, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

- 52.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

- 52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

53.0 TERMINATION FOR INSOLVENCY

- 53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

56.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of

California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

57.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

58.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

59.0 WARRANTY AGAINST CONTINGENT FEES

- 59.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
- 59.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

60.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Philip L. Browning, Director
Department of Children and Family Services

CONTRACTOR

By _____

Name _____
Title Licensed Foster Parent

Social Security Number

Name _____
Title Licensed Co-Foster Parent

Social Security Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
ANDREA SHERIDAN ORDIN, COUNTY COUNSEL

BY _____
David R. Beaudet, Senior Deputy County Counsel

County of Los Angeles
Department of Children and Family Services

**EXHIBIT A
STATEMENT OF WORK**

EMERGENCY SHELTER CARE SERVICES

**EMERGENCY SHELTER CARE SERVICES
STATEMENT OF WORK
TABLE OF CONTENTS**

<u>Section Number and Title</u>	<u>Page Number</u>
PART A – PROGRAM DESCRIPTION	51
1.0 OVERVIEW	51
2.0 DCFS PRIORITIES FOR ESC CHILDREN	51
3.0 DEFINITIONS	52
PART B – TARGET POPULATION	54
4.0 CHILDREN RECEIVING SERVICES.....	54
PART C – COUNTY’S RESPONSIBILITIES.....	55
5.0 COUNTY PROGRAM MANAGER.....	55
6.0 MONITORING	55
7.0 REFERRAL TO THE ESC PROGRAM.....	56
PART D- CONTRACTOR’S RESPONSIBILITIES	57
8.0 CONTRACTOR’S GENERAL RESPONSIBILITIES	57
9.0 SCOPE OF WORK.....	57
9.1 WELCOMING EMERGENCY SHELTER CARE CHILDREN	57
9.2 FOSTER YOUTH BILL OF RIGHTS AND SUPERVISION	58
9.3 REMOVAL OF CHILDREN AND YOUTH	59
9.4 CONTRACTOR’S REPORTING PROCEDURES.....	59
9.5 CONTRACTOR’S COMMUNICATION PROCEDURES	60
9.6 CONTRACTOR’S REQUEST FOR TIME OFF (OFF-CALL).....	60
9.7 CONTRACTOR TRAINING REQUIREMENTS.....	61
9.8 CONTRACTOR’S COMPENSATION	61
9.9 PERFORMANCE MEASURE SUMMARY & GOALS.....	62
9.10 PERFORMANCE REQUIREMENTS SUMMARY	62
EXHIBIT A-1: COUNTY’S PERFORMANCE MEASURE SUMMARY & GOALS:.....	63
EXHIBIT A-2: PERFORMANCE REQUIREMENTS SUMMARY	64
EXHIBIT A-3: EMERGENCY SHELTER CARE SERVICES CAPACITY AGREEMENT	66
EXHIBIT A-4: PRICING SCHEDULE	67
EXHIBIT A-5: LINE ITEM BUDGET	68
EXHIBIT A-6: CONTRACTOR’S INVOICE	69
EXHIBIT A-7: REPORTING PROCEDURES	70
EXHIBIT A-8: CONTACT NUMBERS	71

EXHIBIT A-9: TERMINATION OF EMERGENCY SHELTER CARE SERVICES.....	72
EXHIBIT A-10: REQUEST FOR TIME OFF	73
EXHIBIT A-11: CONTROL LOG	74
EXHIBIT A-12: FOSTER YOUTH BILL OF RIGHTS	75

STATEMENT OF WORK

PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

PART A: PROGRAM DESCRIPTION

1.0 OVERVIEW

- 1.1 The County of Los Angeles Emergency Shelter Care (ESC) program promotes temporary emergency shelter to children under the jurisdiction of DCFS. The program serves children, 0-17 years old. There are five bed placement categories in the contract: infant (0-2 years old), child (3-12 years old), teen (13-17 years old), teen mom (13-17 years old) and her infant (0-2 years old) and sibling group (0-17 years old). The CONTRACTOR provides services to ESC Children up to 14 days or less.
- 1.2 The proposed contract includes a provision to add a temporary increase of services up to 35% of the Maximum Annual Contract Sum. Upon the County's request, contractors who choose to participate in the 35% fluctuation option shall provide one additional bed or one additional set of bed and crib, so long as the contractor meets the following conditions: (1) bed is available, (2) meets licensing requirements, and (3) utilization does not exceed 35% fluctuation rate.
- 1.3 CONTRACTOR shall maintain the agreed number of beds unoccupied for the selected bed placement category listed in Exhibit A-3, ESC Services Capacity Agreement, on a 24-hour, 7 days a week basis. CONTRACTOR shall provide a safe and caring temporary placement.
- 1.4 CONTRACTOR shall reserve a bed for each ESC Child, to keep them safe and comfortable. Once the ESC Child is in the CONTRACTOR'S home, the CONTRACTOR will provide for the ESC Child's basic needs.
- 1.5 CONTRACTOR shall adhere to providing services described in Exhibit A-12, Foster Youth Bill of Rights.

2.0 DCFS PRIORITIES FOR ESC CHILDREN

- 2.1 DCFS has established the following priorities for the children in its care:
 - (1) Safety, (2) Permanency, and (3) Well-Being/Self-Sufficiency.
- 2.1.1 The ESC program is a time-limited placement of up to 14 days therefore the Permanency factor is not measured.
- 2.2 Safety: Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwillingness or inability to meet the Child's needs). The Performance Measure Summary and services tasks addressing this priority are found in Part D Sub-section 9.9 of this Statement of Work (SOW).
- 2.3 Well-Being/Self-Sufficiency: This priority in the SOW refers to the overall well-being of foster children including, but not limited to, education opportunities, opportunities for psychological and social growth, as well as a number of other items especially relevant to foster children. The Performance Requirements Summary and service tasks addressing this priority are found in Part D, Section 9.0 Scope of Work, Sub-section 9.10 of this SOW.

3.0 DEFINITIONS

The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

- 3.1 **Children's Social Worker (CSW)** – means an employee of the Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.
- 3.2 **CONTRACTOR** – means the State Licensed Foster parent(s) who has/have fully passed all DCFS requirements to meet the need of the ESC children placed in their home.
- 3.3 **Corrective Action Plan (CAP)** – means a written commitment by CONTRACTOR to remedy its performance deficiencies under the Contract.
- 3.4 **Designee** – means staff from the Emergency Shelter Care Program who acts on behalf of the County Program Manager, on their absence.
- 3.5 **Do Not Refer** – means the suspension of new DCFS placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize the safety and well being of the ESC Child and there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of the Contract for which the CONTRACTOR fails to take corrective action (when appropriate).
- 3.6 **Do Not Use Status** – means all ESC Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. DO-Not-Use Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize the safety and well-being of ESC Child and there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is a serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Contract for which the CONTRACTOR fails to take corrective action (when appropriate).
- 3.7 **Emergency Shelter Care (ESC) Program** – means temporary, time limited of up to 14 days for placement of children who are seeking immediate temporary placement.
- 3.8 **ESC Child or ESC Children** – means is any infant, child, teen, teen mother and her infant, or sibling group, ages 0-17 placed by the COUNTY and receiving services from the CONTRACTOR pursuant to this Contract.
- 3.9 **Investigative Hold** – means a temporary suspension of referrals of children to CONTRACTOR by placing the CONTRACTOR on an Investigative Hold at any

time during an investigation. An Investigative Hold Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is a serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Agreement for which the CONTRACTOR fails to take corrective action (when appropriate).

- 3.10 **Off-Call** – means a request from the CONTRACTOR to take some time off due to personal reasons and no children will be placed in the CONTRACTOR's home. CONTRACTOR shall not receive any monetary compensation for the days that the CONTRACTOR has requested the time.
- 3.11 **Fluctuating Bed Capacity** – means an increase of available beds provided by the CONTRACTOR for ESC Services, that does not exceed 35% of the initial number of contracted beds. Increase may change on a monthly basis. Fluctuation may occur monthly and will not exceed one additional bed. This applies to providers that wish to participate, and shall take effect at the County's sole discretion according to need.

PART B – TARGET POPULATION

4.0 CHILDREN AND YOUTH RECEIVING SERVICES

4.1 The target population receiving ESC services are:

4.1.1 Children (infant, child, teen, teen mom and her infant, and sibling group), ages 0-17, who are in need of temporary shelter and are under the care and supervision of DCFS; and

4.1.2 Effective January 1, 2012, youth 18 years to age 21 who meet the requirements of a new State law, AB 12 (Chapter 559, Statutes of 2010).

4.2 A child that is placed in the CONTRACTOR'S residence has multiple unmet needs for stability, continuity, emotional support, nurturing and performance. Many children have had a history of previous Emergency Shelter Care placements. Further, many of these children have a significant history of multiple placement failures, unresolved emotional trauma and behavioral problems, including defiant and delinquent conduct.

PART C – COUNTY’S RESPONSIBILITIES

5.0 COUNTY PROGRAM MANAGER

- 5.1 The COUNTY shall designate a County Program Manager (CPM), who will be responsible for administering this Contract and the daily management of this Contract’s operations, and for the oversight of monitoring activities, compliance with the requirements of the Contract and the delivery of services.
- 5.2 The CPM responsible for daily management of Contract operation is:
- Attention: Jane Garcia, MSW
County Program Manager;
Department of Children and Family Services
Emergency Shelter Care Program
9320 Telstar Avenue, Suite 216
El Monte, CA. 91731
(626) 569-6873
- 5.3 The CPM shall have a designee who acts on behalf of the CPM, on their absence. The CPM and designee are identified in COUNTY’s Administration, Exhibit J of the Contract,
- 5.4 Overall project coordination between the CONTRACTOR and COUNTY shall be through the CPM and the CONTRACTOR.
- 5.5 The CPM shall have full authority to monitor CONTRACTOR’S performance in the day-to-day operation of this Contract and providing technical guidance to ensure the CONTRACTOR meets or exceeds program objectives and requirements.
- 5.6 The CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information, and procedural requirements.
- 5.7 The CPM is not authorized to make any changes to the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.
- 5.8 The assigned case carrying CSW, shall contact the CONTRACTOR by the 7th day of the ESC Child’s placement to find out the well-being of the ESC Child.

6.0 MONITORING

- 6.1 The COUNTY shall have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Contract, Statement of Work, and all applicable laws and regulations pertaining to the foster home.

6.2 The COUNTY shall have the right to monitor the following:

- A) A site inspections based on Title XXII Regulations;
- B) Interview of the children that are placed; and
- C) A review of the CONTRACTOR'S training hours and a review of any complaints filed by Community Care Licensing Division (CCLD) or DCFS.

7.0 REFERRAL TO THE ESC PROGRAM

7.1 CONTRACTOR shall receive referrals for placement from the CPM or designee from Monday through Friday, 9:00 a.m. to 5:00 p.m. An Emergency Response Command Post (ERCP) designee shall provide all referrals outside normal business hours.

PART D- CONTRACTOR'S RESPONSIBILITIES

8.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 8.1 CONTRACTOR shall have and maintain during the term of this Contract, a valid foster family home license issued by the California Department of Social Services (CDSS), Community Care Licensing Division (CCLD), and shall conform to all applicable licensing regulations and foster care standards established by CDSS, CCLD and DCFS.
- 8.2 CONTRACTOR shall be in good standing with CDSS, CCLD and DCFS and shall not be on "Do Not Refer," "Do Not Use," or "Investigative Hold."
- 8.3 CONTRACTOR shall not house or otherwise accept in his/her home Aid to Families with Dependent Children-Foster Care (AFDC-FC) Medically Fragile "F" Rate category foster children at the same time as AFDC-FC "D" Rate category foster children for any reason.
- 8.4 CONTRACTOR shall provide the CPM with a list of individuals residing in his or her home. If individuals leave or move into the home, the CONTRACTOR shall provide the CPM with an updated list at the end of the business week
- 8.5 CONTRACTOR shall provide the CPM copies of driver's licenses for each individual who may provide transportation to the ESC Children.
- 8.6 CONTRACTOR shall not operate a child daycare business within the same physical structure or on the same property where ESC Services are being provided.
- 8.7 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY.
- 8.8 CONTRACTOR shall immediately notify CPM of any changes in the CONTRACTOR's foster home. Such changes are subject to the approval of the CPM or designated alternate.
- 8.9 CONTRACTOR shall notify CPM in writing at least 30 days in advance to request to terminate the contract using Exhibit A-9, Termination of Emergency Shelter Care Services contract. Failure to do so shall constitute a breach of contract.
- 8.10 CONTRACTOR shall notify CPM in writing at least 14 days in advance to request to be "Off-Call" (due to i.e.: personal, medical, vacation, etc), using Exhibit A-10, "Request for Time Off". Failure to do so shall constitute a breach of contract.

9.0 SCOPE OF WORK

9.1 WELCOMING EMERGENCY SHELTER CARE CHILDREN

- 9.1.1 Once the Contract commences, the CONTRACTOR shall: (1) welcome and accept ESC Children referred by DCFS 24 hours, 7 days a week,

including weekends and holidays; and (2) provide ESC Children temporary home with a bed, meals and general care for their protection and comfort.

9.1.1.1 CONTRACTOR shall make the number of beds specified in Exhibit A-3, Emergency Shelter Care Services Capacity Agreement, available 24 hours, 7 days a week. CONTRACTOR shall not exceed CONTRACTOR's licensed capacity approved by CCLD and certified by DCFS.

9.1.2 During business hours of Monday to Friday 9:00 am to 5:00 p.m., the CPM or designee shall have sole authority and discretion for the assessment of children in determining which children will be placed in the CONTRACTOR's home. After hours, weekends and holidays ERCP, designee shall have authority and discretion for the assessment of children in determining which children will be placed in the CONTRACTOR's home.

9.1.3 CONTRACTOR shall accept all DCFS referred ESC Children and shall not refuse any such referrals unless exceptional conditions apply. Exceptional conditions may include, but are not limited to:

9.1.3.1 Residency in the CONTRACTOR'S home will endanger the ESC Child, other children in the home, and/or the safety of all ESC Children, children and family in the home;

9.1.3.2 Children that have been identified as a Level 14, WIC 601/602, fire setters, or sexual perpetrators shall not be placed in the CONTRACTOR's home.

9.1.3.3 CONTRACTOR's home is on official "Do Not refer," "Do Not Use," "Investigative Hold" status, and/or "Off-Call";

9.1.3.4 CONTRACTOR is not presented with appropriate documentation (placement packets) at the time of placement of a ESC Child;

9.1.3.5 The CONTRACTOR is on leave of absence;

9.1.3.6 The CONTRACTOR's ESC Contract has been terminated.

9.1.4 DCFS preference is to limit the length of stay of an ESC Child's placement in CONTRACTOR's home to less than 14 days; however, due to court proceedings and other scheduling factors, DCFS may extend the length of stay of an ESC Child beyond the 14-day limit with the consent of the CONTRACTOR.

9.2 FOSTER YOUTH BILL OF RIGHTS AND SUPERVISION

9.2.1 CONTRACTOR shall comply with the regulations of the Foster Youth Bill of Rights stated in Exhibit A-12 to ensure child safety, the safety of others,

and the CONTRACTOR's role as a foster parent.

- 9.2.2 CONTRACTOR or an approved alternate, shall, in accordance with Title 22 regulations, supervise ESC Children placed in the home at all times. CONTRACTOR or approved alternate shall monitor and know where the Children are at all times and ensure that no Children are left unattended.

9.3 REMOVAL OF CHILDREN AND YOUTH

- 9.3.1 COUNTY shall have authority and discretion in determining placement and removal of Children. CONTRACTOR shall recognize that the COUNTY reserves the right to remove any or all ESC Children from CONTRACTOR's home at any time. COUNTY shall, if possible, provide advance notice of such removal.

9.4 CONTRACTOR'S REPORTING PROCEDURES

- 9.4.1 CONTRACTOR shall immediately report by telephone to CPM or designee any change in licensed capacity within 24 hours of such changes.
- 9.4.2 CONTRACTOR shall notify CPM or designee (by telephone) of all unoccupied beds within two hours of the bed becoming available. Any available bed listed on the approved ESC Services Capacity Agreement, not occupied by an ESC Child, is considered to be vacant. Failure to report vacancies is a violation of this Contract and is subject to remedial action, including, but not limited to a Corrective Action Plan (CAP) and/or termination of this Contract.
- 9.4.3 CONTRACTOR shall notify CPM or designee (by telephone) within 24 hours, from when the CONTRACTOR first learns that the beds are unavailable for reasons, which include, but are not limited to, foreclosure, fire, disaster, civil unrest, or loss of State License.
- 9.4.4 CONTRACTOR shall immediately (i.e. the same day) report to CPM or designee (by telephone) any discussion between CONTRACTOR and CSW regarding possible extension of an ESC Child's stay beyond 14-day limit.
- 9.4.5 CONTRACTOR shall notify CPM or designee on the 7th day of any ESC Child's continuous placement, by telephone at (626) 569-6870 or at (626) 569-6871.
- 9.4.6 CONTRACTOR shall verbally notify the CSW within four hours when the ESC Child is missing or their whereabouts are not known. If it is during after hours, CONTRACTOR shall notify the DCFS Hotline at (800) 540-4000 that the ESC Child is missing.

9.5 CONTRACTOR'S COMMUNICATION PROCEDURES

- 9.5.1 CONTRACTOR shall maintain direct communication with CPM or designee by telephone. CONTRACTOR shall at all times have a telephone in working order and shall also maintain a back-up telephone number or alternate means of communication.
- 9.5.2 CONTRACTOR shall notify CPM or designee of any failure or non-service of their telephone, or change in telephone number within 24 hours.
- 9.5.3 CONTRACTOR shall be responsive to return any calls made by COUNTY regarding an ESC Child's placement within two hours.
- 9.5.4 CONTRACTOR shall maintain frequent communications with the CPM or designee, including but not limited to, telephone communication, and meetings, as specified herein and as required by the COUNTY.
- 9.5.5 Failure to comply with services 9.5.1 to 9.5.4 is a violation of this Contract and is subject to remedial action, including, but not limited to a CAP and/or termination of this Contract.

9.6 CONTRACTOR'S REQUEST FOR TIME OFF (OFF-CALL)

- 9.6.1 CONTRACTOR is entitled to time off without compensation. A Request for Time Off, Exhibit A-10, shall be completed for vacation, time off and/or any other reasons.
 - 9.6.1.1 CONTRACTOR shall submit a written Request for Time Off to the CPM at least 14 days prior to the requested time off starting date.
- 9.6.2 CONTRACTOR shall not be paid for services under this Contract while the CONTRACTOR is on a Do Not Refer, Do Not Use, Investigative Hold, and/or Off-Call status.

9.7 CONTRACTOR TRAINING REQUIREMENTS

9.7.1 CONTRACTOR who intends to accept placement of Basic Rate Children in their home shall attend the required Basic Rate training workshops on a yearly basis as listed below.

9.7.1.1 Basic Rate - Initial 33 Hours (1st year only) then 12 hours per year.

9.7.2 CONTRACTOR who intends to accept placement of Basic Rate and D-Rate Children in their home shall attend both the required Basic Rate training workshops and the required D-Rate training workshops on a yearly basis as listed below.

9.7.2.1 Basic Rate – Initial 33 Hours (1st year only) then 12 hours per year.

9.7.2.2 D-Rate – Initial 16 hours (1st year only) then 18 hours per year.

9.7.3 CONTRACTOR who intends to accept placement of Basic Rate and F-Rate Children in their home shall attend both the required Basic Rate training workshops and the required F-Rate training workshops on a yearly basis as listed below

9.7.3.1 Basic Rate – Initial 33 Hours (1st year only) then 12 hours per year.

9.7.3.2 F-Rate – Initial 16 hours (1st year only) then 12 hours per year.

9.8 CONTRACTOR'S COMPENSATION

9.8.1 Bed Availability Rate

CONTRACTOR shall make available the number of beds for the bed placement category specified in Exhibit A-3, Emergency Shelter Care Services Capacity Agreement. CONTRACTOR shall maintain the availability of these beds, on a 24-hour, 7 days-per-week basis, until placement occurs. CONTRACTOR shall be compensated the rates specified on Exhibit A-4, Pricing Schedule. All rates shall be calculated on a pro rata basis.

9.8.1.1 The daily bed availability rate shall only be paid for days the CONTRACTOR is not on Off-Call, Do Not Use, Do Not Refer, or Investigative Hold status.

9.8.2 Placement Rate

Upon placement of an ESC Child in CONTRACTOR's home, CONTRACTOR shall continue to receive the monthly Bed Availability Rate

as specified in Subsection 9.8.1 and additional compensation equal to the “B”, “D” or “F” AFDC-FC rate, depending on the ESC Child’s assessment, for the days the ESC Child remains in the CONTRACTOR’S home. Rates shall be calculated pro rata for periods of less than a month.

9.9 PERFORMANCE MEASURE SUMMARY & GOALS

9.9.1 CONTRACTOR shall meet or exceed the County’s Outcome Indicators described in Exhibit A-1, County’s Performance Measure Summary & Goals.

9.9.2 Any inability by CONTRACTOR to comply with Exhibit A-1, County’s Performance Measure Summary & Goals, may result in a CAP and/or termination of this Contract, in whole or in part, and/or placement of CONTRACTOR on “Investigative Hold”, “Do Not Refer”, or “Do Not Use” status period.

9.10 PERFORMANCE REQUIREMENTS SUMMARY

9.10.1 CONTRACTOR shall meet the Performance Standards described in Exhibit A-2, Performance Requirements Summary.

9.10.2 DCFS will monitor CONTRACTOR’s performance in accordance with the requirements specified in Exhibit A-2, Performance Requirements Summary.

9.10.3 Any inability by CONTRACTOR to comply with Exhibit A-2, Performance Requirements Summary may result in a CAP and/or termination of this Contract, in whole or in part, and/or placement of CONTRACTOR on “Investigative Hold”, “Do Not Refer”, or “Do Not Use” status period.

EXHIBIT A-1: COUNTY'S PERFORMANCE MEASURE SUMMARY & GOALS: SAFETY**PROGRAM:** Emergency Shelter Care Services (ESC)**PROGRAM TARGET GROUPS:** Children placed in Emergency Shelter Care Services**PROGRAM GOALS AND OUTCOME:****Child Safety:** ESC Children shall be free of abuse and neglect from other children and/or adults. ESC Children shall be placed in a safe nurturing home environment.

COUNTY'S OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
ESC Children are placed in a safe nurturing home environment free of abuse and neglect by other children, family members and/or CONTRACTOR.	Bi-annual home evaluations based on Title XXII regulations. CWS/CMS	100% of ESC Children are free of substantiated allegations of abuse and neglect by other children, family members and/or CONTRACTOR.
CONTRACTOR shall ensure that Children are free from Child-to-Child injuries.	ESC Child's Case File Community Care Licensing (CCL) Citations Special Incident Reports	100% of ESC Children are free of substantiated reports of child-to-child injuries.
CONTRACTOR shall ensure that their home is safe and free of physical plant deficiencies.	Bi-annual home evaluations based on Title XXII regulations Community Care Licensing (CCL) Citations Special Incident Reports	100% correction of safety and physical plant deficiencies in the time specified by the COUNTY.

COUNTY'S PERFORMANCE MEASURE SUMMARY & GOALS: WELL-BEING/SELF SUFFICIENCY**PROGRAM:** Emergency Shelter Care Services (ESC)**PROGRAM TARGET GROUPS:** Children placed in Emergency Shelter Care Services**PROGRAM GOALS AND OUTCOME:****Well Being/Self-Sufficiency:** ESC placed Children shall improve in the areas of education, career planning, health, behavior, social and emotional well-being. <http://www.loginfo.ca.gov/cgi-bin/displaycode?section=hsc&group=01001-02000&file=1520-1526.8>

COUNTY'S OUTCOME INDICATORS	METHOD OF DATA COLLECTION	OUTCOME TARGETS
Improve the level of functioning of ESC Children placed in CONTRACTOR's home.	Bi-annual home evaluations based on Title XXII regulations CWS/CMS ESC Child's Case File	100% of ESC Children are free of substantiated allegations of abuse and neglect by other children, family members and/or CONTRACTOR.

EXHIBIT A-2: PERFORMANCE REQUIREMENTS SUMMARY

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard
CONTRACTOR shall accept all referred ESC Children and make beds available on a 24 hours, seven-days-per-week basis, in accordance with sub-sections 9.1.1 and 9.1.3 of this SOW.	100% Compliance	Monitoring methods shall include, but shall not be limited to, the following:	<p>If CONTRACTOR receives a written notice of its non-compliance with this SOW and/or Contract, CONTRACTOR shall submit to the COUNTY, within 48 hours from receipt of such written notice, a written Corrective Action Plan, which shall contain an explanation of the problem, and a plan for correcting the problem, which is subject to COUNTY approval.</p> <p>Non-compliance with this SOW and/or Contract may result in CONTRACTOR being placed on "Investigative Hold", "Do Not Refer", or "Do Not Use".</p>
CONTRACTOR shall comply with the Foster Youth Bill of Rights (Exhibit A-12), and provide supervision to ESC Children placed in the home at all times, in accordance with 9.2.1 of this SOW.	100% Compliance	Bi-annual home evaluations based on Title XXII regulations by either CPM or designee.	
CONTRACTOR shall supervise and monitor ESC Children placed in the home at all times, in accordance with 9.2.2 of this SOW.	100% Compliance	Notice from CCLD about non-compliance with licensing requirements.	
CONTRACTOR shall comply with DCFS' policies and instructions for the removal of ESC Children, in accordance with 9.3 of this SOW.	100% Compliance	Contract performance monitoring by CPM or designee.	
CONTRACTOR shall comply with the reporting procedures, in accordance with 9.4 of this SOW.	100% Compliance	Reports by the CSW of CONTRACTOR'S non-compliance.	
CONTRACTOR shall comply with the communication procedures, in accordance with 9.5 of this SOW.	100% Compliance	Complaints filed by DCFS Children.	
CONTRACTOR shall comply with the Request for Time Off procedures, in accordance with 9.6 of this SOW.	100% Compliance		
CONTRACTOR shall comply with the training requirements, in accordance with 9.7 of this SOW.	100% Compliance		

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard
CONTRACTOR shall comply with the County's Performance Measure Summary and Goals, in accordance with 9.9 of this SOW.	100% Compliance		
CONTRACTOR shall comply with the Performance Requirement Summary, in accordance with 9.10 of this SOW.	100% Compliance		

EMERGENCY SHELTER CARE SERVICES CAPACITY AGREEMENT

Contractor's Name: _____

Contractor's Foster Family Home License Number: _____

Contractor's Vendor Number: _____

Address: _____

City, State and Zip Code: _____

Telephone Number(s): _____

Back-up/ alternate Telephone Number(s): _____

Licensed Capacity (Number of Beds): _____

DCFS Approved Capacity (Number of Beds): _____

EMERGENCY SHELTER CARE SERVICES CAPACITY:

CONTRACTOR agrees to provide Emergency Shelter Care Services Capacity as follows:
(The maximum total number of beds a CONTRACTOR can provide is six.)

Number of Cribs _____ for Infants, ages 0-2 Male _____ Female _____

Number of Beds _____ for Children, ages 3-12 Male _____ Female _____

Number of Beds _____ for Teen, ages 13-17 Male _____ Female _____

Number of Beds _____ for Teen moms & Number of Cribs _____ for Teen moms' infant
(A separate crib is required for each infant)

Number of Beds _____ for sibling group, ages 0-17 (A minimum of four beds must be available
for sibling groups with a maximum of two children per bedroom)

I/we choose to participate in the 35% fluctuation option. _____ YES _____ NO

Contractor's Signature _____ Date _____

Co-Contractor's Signature _____ Date _____
(if applicable)

NOTE: Fluctuating bed capacity service option is available to ESC CONTRACTOR's interested in providing additional bed(s) or set of beds (bed and crib) on a fluctuating basis. The option is voluntary and requires selected ESC contractors to provide this service at Maximum Annual Contract Sum of up to 35% within a given annual contract period. Contractors who choose to participate in the 35% fluctuation service option shall only be authorized if all three conditions are met: (1) bed is available, (2) licensing requirements are met, and (3) utilization does not exceed 35% fluctuation rate. The fluctuation bed capacity of up to 35% is based on monthly rate increments.

PRICING SCHEDULE
EMERGENCY SHELTER CARE SERVICES BED AVAILABILITY PLACEMENT RATES

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-identified Contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in this Statement of Work, Exhibits, Performance Requirements Summary, Attachments, and Contract.

Bed Placement Category	Monthly Rate Per Available Bed	Category A	Category B	Total Number of Beds Available per Month ¹ (Category A + Category B)
		Minimum Service Capacity of Available Beds (Infant Crib Counts as a Bed)	Number of Available Fluctuating Beds ²	
Infant, Ages 0-2	\$300			
Child, Ages 3-12	\$300			
Teen, Ages 13-17*	\$400			
Sibling Group, Ages 0-17* (4-bed minimum)	\$400			
Teen Mom and her Infant ³	\$600			

 CONTRACTOR's Signature

 CO-CONTRACTOR's Signature (if applicable)

 Name

 Date

 Name

 Date

¹ The total number of beds cannot exceed the bed capacity per your Foster Family Home license and Title 22 Regulations.

² Utilization of fluctuating bed(s) cannot exceed 35% of minimum service capacity in any contract period. Usage of fluctuating bed(s) will be authorized if all three conditions are met: bed is available, licensing requirements are met, and utilization does not exceed 35% fluctuation rate.

³ Rate includes one bed for the mother and a separate crib for the infant, in the same room.

* Effective January 1, 2012 youth 18 years to age 21 may be placed with an ESC Contractor if they meet the requirements of AB 12 (Chapter 559, Statutes of 2010).

LINE ITEM BUDGET

CONTRACTOR/CO-CONTRACTOR: _____

This budget shall contain CONTRACTOR's proposed monthly expenses to provide Emergency Shelter Care Services based on the number of available ESC Services beds, and the category of these available beds that CONTRACTOR has entered into agreement with COUNTY.

INCOME:

Estimated Total Monthly ESC Contract Revenue: _____

EXPENSES:

Automobile Insurance: _____

Homeowners Liability Insurance: _____

Renters Liability Insurance: _____

Mortgage/Rent: _____

Telephone/Communication: _____

Utility: _____

Food: _____

One-days clothing: _____

Laundry items for ESC Services beds: _____

Linen for ESC beds: _____

Other items for availability of ESC Services beds

List: _____:

_____:

Total Monthly Expenses: _____

Income Over Expenses: _____

**EMERGENCY SHELTER CARE SERVICES
CONTRACTOR'S INVOICE**

Invoice No. _____

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
OUT OF HOME CARE MANAGEMENT DIVISION
EMERGENCY SHELTER CARE PROGRAM
9320 TELSTAR AVENUE, SUITE 216
EL MONTE, CA 91731

Contractor's Name (Please Print)

Street Address

City

Zip

A. I certify that I provide a total of _____ bed(s)

License Number

Social Security Number

B. I certify that for the month of _____, 20____, these beds were available as follows:

	Age Group	Monthly Rate	Daily Rate	Days Available	Amount
1.	_____	\$_____	\$_____	X _____	= \$_____
2.	_____	\$_____	\$_____	X _____	= \$_____
3.	_____	\$_____	\$_____	X _____	= \$_____
4.	_____	\$_____	\$_____	X _____	= \$_____
5.	_____	\$_____	\$_____	X _____	= \$_____
6.	_____	\$_____	\$_____	X _____	= \$_____
Total \$					_____

C. I certify that the amount totaled above is for the bed availability in my home for the month as stipulated in Section B.

Signature of Contractor

Signature of Co-Contractor (if applicable)

Date

D. I agree that the total amount in Section B is due to the CONTRACTOR.

ESC Program Manager Signature

ESC Program Manager Name

Date

Division Chief Signature

Division Chief Name

Date

EXHIBIT A-7**EMERGENCY SHELTER CARE PROGRAM
REPORTING PROCEDURES**

<i>To report the following listed below:</i>	<i>Contact the corresponding unit below:</i>	<i>At the telephone number listed below:</i>	<i>During the following hours:</i>	<i>On the following days:</i>
1) Placements and Vacancies	Emergency Shelter Care Staff	(626) 569-6871 (626) 569-6870 (626) 569-6868 (626) 569-6873	8:00 a.m. – 5:00 p.m.	Monday through Friday
2) Runaways	Police Personnel	Local Police	24 Hours	Any Day
	Child Protection Hot Line	(800) 540-4000	24 Hours	Any Day
	Social Worker	Regional Office	8:00 a.m. – 5:00 p.m.	Monday through Friday
3) Emergencies	Social Worker	Regional Office	8:00 a.m. – 5:00 p.m.	Monday through Friday
	Child Protection Hot Line	(800) 540-4000	After 5:00 p.m. Monday through Friday, anytime during weekends and holidays	
	Emergency Shelter Care Staff	Cell (626) 243-6107	24 hours, Monday – Friday, Holidays and Weekends.	
4) Stop Budget (Call must be made for each minor that leaves your home)	Foster Care/Adoptions Assistant Hotline	(800) 697-4444	8:00 a.m. – 5:00 p.m.	Monday through Friday

EMERGENCY SHELTER CARE PROGRAM STAFF**Emergency Shelter Care Cell Number: (626) 243-6107**

Jane Garcia, MSW County Program Manager..... (626) 569-6873

Maricela Zamora, MSW Program Coordinator..... (626) 569-6871

Manuela Perez, Eligibility Worker..... (626) 569-6868

Alicia Clark, Administrative Assistant I..... (626) 569-6870

**EMERGENCY RESPONSE COMMAND POST
CONTACT NUMBERS**

Maricruz Trevino Division Chief	(213) 765-7422	Monday – Thursday 8:00 a.m. – 6:30 p.m.
Faye Mitchell Assistant Regional Administrator.....	(213) 765-7424	Sunday – Wednesday 2:00 p.m. – 12:30 a.m.
Asaye Tsegga Assistant Regional Administrator	(213) 765-7423	Wednesday – Saturday 2:00 p.m. – 12:30 a.m.
Charlene Robinson Assistant Regional Administrator	(213) 765-7425	Daytime and Graveyard
Timika Mason Troubleshooter	(213) 765-7380	Monday – Thursday 6:00 a.m. – 4:30 p.m.
Bernice Topline Troubleshooter	(213) 765-7379	Monday – Thursday 6:00 a.m. – 4:30 p.m.
Supervisors	(213) 639-4500	All Week
Technical Assistant	(213) 765-7268	All Week

**REVENUE ENHANCEMENT
Payment Hot-Line (800) 697-4444**

TERMINATION OF EMERGENCY SHELTER CARE SERVICES CONTRACT

Date: _____

To: County Program Manager
Emergency Shelter Care Services Program

From: _____
CONTRACTOR (Please print name)

This is my 30 days advance notice of terminating my contract with the Emergency Shelter Care Services Program. Such termination shall be effective 30 days from the date of postmark, or date on which this Notice of Termination is delivered to COUNTY pursuant to Section 41.0, Notices, specifying the date upon which the termination of this Contract becomes effective.

I understand that I shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by me after termination of this contract.

I understand that I would be responsible for the accuracy of final invoices submitted to COUNTY. Any overpayment received by me shall be returned to COUNTY within 14 days of receiving notification of such overpayment from the COUNTY.

CONTRACTOR's Signature

Date

License Number

Co-CONTRACTOR's Signature
(if applicable)

REQUEST FOR TIME OFF

Date: _____

To: County Program Manager
Emergency Shelter Care Services Program

From: _____
CONTRACTOR (Please print name)

This is my 14 days advance notice of time off as I will be:

- ☐ On Vacation
- ☐ Off Call (Time off)
- ☐ Other: _____

My time off will begin on _____ and will end on _____
Date Date

I will be ready to resume accepting minors in my home on a continuous 24-hour/7-days basis
on _____
Date

CONTRACTOR's Signature Date License Number

Co-CONTRACTOR's Signature Date
(if applicable)

EMERGENCY SHELTER CARE SERVICES CONTROL LOG

CONTRACTOR: _____ FOSTER FAMILY HOME LICENSE NUMBER: _____

MONTH: _____, 20____ VENDOR NUMBER: _____

☐ I did not receive any placement this month.

☐ I certify for the month of _____, 20____, the CONTRACTOR'S bed utilization was as follows:

Name of ESC Child	DOB	Bed Placement Category	Placement Date	Exit Date *	Total Days in ESC in the Month	Children's Social Worker

Note: If an ESC child is still in the CONTRACTOR's home, enter "N/A"

FOSTER YOUTH BILL OF RIGHTS

The California Youth Connection, a statewide organization of youth in the foster care system, has written the “Foster Youth Bill of Rights.” It is an objective of foster care to ensure that the personal rights of individuals who are in out-of-home care are protected subject to limitations inherent in the foster caregiver’s responsibility to ensure resident safety, safety of others and foster caregiver’s role as parent as described in the case plan/case plan update, court order and treatment plan. Any restrictions on the rights of each individual child must be approved by COUNTY Program Director on a case-by-case basis. These rights, include the following:

I. The right to be treated with respect.

1. The facility shall ensure that the resident and his/her authorized representative(s) are offered the opportunity to participate in the development of the needs and service plan. 84068.2(d)
2. Facilities shall ensure that privacy rights of residents are respected, individual privacy shall be provided in all toilet, bath, shower, and dressing areas. 84088(b)(4)
3. Staff shall treat residents with respect and shall be prohibited from humiliating, intimidating, ridiculing, coercing or threatening residents. 80072 (a)(3)
4. Access to bathrooms shall not be unreasonably limited during waking or sleeping hours.
5. Residents shall have the right to be free to attend religious services and activities of their choice. Attendance at religious services, in or out of the facility, shall be on a completely voluntary basis. 80072 (a)(5)(A)
6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident’s needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities, and are not prohibited by court order or by the resident’s authorized representative(s). 84072 (b)(5)

II. The right to adequate living conditions.

1. The home must meet licensing standards.
2. Residents shall have the right to privacy in their own rooms and shall not be prohibited from closing the doors to their rooms absent specific concerns for the safety of the resident.

3. Residents shall be allowed to possess and use their own toilet articles. 84072(b)(7)
4. Residents shall have access to individual storage space for their private use.
5. Residents shall possess and use their own personal items unless prohibited as part of a discipline program. 84072(b)(9)
6. Residents shall be provided with adequate food pursuant to 80076, including between meal nourishment or snacks. 80076(a)(4)
7. Residents who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.
8. Residents shall not be required to perform chores which are beyond the scope of expectations as outlined in the house rules or discipline information reviewed at placement by the COUNTY worker and resident except on a voluntary basis and for compensation.

III. The right to adequate voluntary medical, dental and psychiatric care.

1. Non-resident staff shall not make medical decisions about the severity of an illness or injury or screen resident requests for medical attention without consultation with a physician, a nurse or a trained health practitioner.
2. Psychotropic medications shall not be administered without parental consent, court order or compliance with court policy for administration of psychotropic medications.
3. Facility staff shall respect the confidentiality of residents' medical or psychiatric treatment. Information about these treatments shall not be generally available to staff.
4. Residents have the right to a second opinion if requested before being required to undergo intrusive medical, dental or psychiatric procedures provided there is a resource for payment such as private insurance coverage for the resident Medi-Cal authorization, etc.
5. Residents have the right to contact their COUNTY social worker regarding receiving or rejecting medical care or health related services. 80072(a)(9)

County of Los Angeles
Department of Children and Family Services

EXHIBITS TO THE CONTRACT

EMERGENCY SHELTER CARE SERVICES

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number
GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT C

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) PROGRAM

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposers/contractors must have this form on file with the Department of Children and Family Services (DCFS) to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. Non-profit firms are exempt from completing this form – indicate the type of business structure as “Non-profit Organization” and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE: _____
(Corporation, Limited Liability Company, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): No employees _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.).

Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latino			
Asian American			
American Indian/Alaskan Native			
<i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i>			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian American	American Indian/ Alaskan Native	White
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification).

Agency _____ M W D DV _____ Expiration Date _____

Agency _____ M W D DV _____ Expiration Date _____

Agency _____ M W D DV _____ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates the above, shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm

Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Date

CONTRACTOR'S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(PRINT NAME OF EMERGENCY SHELTER CARE CONTRACTOR)

(hereinafter referred to as "Emergency Shelter Care (ESC) Services Contractor") has entered into a contract with the County of Los Angeles Department of Children and Family Services (hereinafter referred to as "COUNTY") to provide Emergency Shelter Care Services. ESC Contractor is required to protect the confidentiality of all COUNTY records.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this Contract.

CONFIDENTIALITY AGREEMENT

As an ESC Contractor may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY. The COUNTY has the legal obligation to protect all confidential data, especially data concerning welfare recipient records and must ensure that ESC Contractor will protect the confidentiality of all such data. Consequently, ESC Contractor must sign this confidentiality agreement as a condition of its agreement with the COUNTY. ESC Contractor should read this confidentiality agreement and take due time to consider it prior to signing.

I, _____,
(NAME OF ESC CONTRACTOR)

hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant my contract with the COUNTY.

I agree to immediately forward all requests for the release of information received by me to the COUNTY Emergency Shelter Care Unit.

I agree to report any and all violations of the above by any other person and/or myself to COUNTY Emergency Shelter Care Unit.

I acknowledge that violation of this confidentiality agreement may subject me to civil and/or criminal action and that the COUNTY will seek all possible legal redress.

ESC Contractor's Signature: _____

ESC Contractor's Name: _____

Date: _____

CONTRACTOR'S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(PRINT NAME OF EMERGENCY SHELTER CARE SERVICES CO-CONTRACTOR)

(hereinafter referred to as "Emergency Shelter Care (ESC) Services Co-Contractor") has entered into a contract with the County of Los Angeles Department of Children and Family Services (hereinafter referred to as "COUNTY") to provide Emergency Shelter Care Services. ESC Services Co-Contractor is required to protect the confidentiality of all COUNTY records.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this Contract.

CONFIDENTIALITY AGREEMENT

As an ESC Co-Contractor may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY. The COUNTY has the legal obligation to protect all confidential data, especially data concerning welfare recipient records and must ensure that ESC Co-Contractor will protect the confidentiality of all such data. Consequently, ESC Co-Contractor must sign this confidentiality agreement as a condition of its agreement with the COUNTY. ESC Co-Contractor should read this confidentiality agreement and take due time to consider it prior to signing.

I, _____,
(NAME OF ESC SERVICES CO-PROVIDER)

hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant my contract with the COUNTY.

I agree to immediately forward all requests for the release of information received by me to the COUNTY Emergency Shelter Care Unit.

I agree to report any and all violations of the above by any other person and/or myself to COUNTY Emergency Shelter Care Unit.

I acknowledge that violation of this confidentiality agreement may subject me to civil and/or criminal action and that the COUNTY will seek all possible legal redress.

ESC Co-Contractor's Signature: _____

Print ESC Contractor's Name: _____

Date: _____

CONTRACTOR'S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(PRINT NAME OF ALTERNATE EMERGENCY SHELTER CARE PROVIDER)

(hereinafter referred to as "Alternate Emergency Shelter Care (ESC) Services Provider") has entered into a contract with the County of Los Angeles Department of Children and Family Services (hereinafter referred to as "COUNTY") to provide Emergency Shelter Care Services. Alternate ESC Services Provider is required to protect the confidentiality of all COUNTY records.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this Contract.

CONFIDENTIALITY AGREEMENT

As an Alternate ESC Services Provider may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY. The COUNTY has the legal obligation to protect all confidential data, especially data concerning welfare recipient records and must ensure that Alternate ESC Services Provider will protect the confidentiality of all such data. Consequently, Alternate ESC Services Provider must sign this confidentiality agreement as a condition of its agreement with the COUNTY. Alternate ESC Services Provider should read this confidentiality agreement and take due time to consider it prior to signing.

I, _____,
(NAME OF ALTERNATE ESC SERVICES PROVIDER)

hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant my contract with the COUNTY.

I agree to immediately forward all requests for the release of information received by me to the COUNTY Emergency Shelter Care Unit.

I agree to report any and all violations of the above by any other person and/or myself to COUNTY Emergency Shelter Care Unit.

I acknowledge that violation of this confidentiality agreement may subject me to civil and/or criminal action and that the COUNTY will seek all possible legal redress.

Alternate ESC Services Provider's Signature: _____

Print Alternate ESC Services Provider's Name: _____

Date: _____

**AUDITOR–CONTROLLER CONTRACT ACCOUNTING
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- Recorded accruals must be reversed in the subsequent accounting period.

- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits)

with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100
To record accrued rent to March 31, 20XX		

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions

- Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 **RECORDS**

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 **Retention**

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 **Supporting Documentation**

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference.

Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vender name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 **DONATIONS AND OTHER SOURCES OF REVENUE**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 **AUDITS**

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 **SUBCONTRACTS**

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 **CASH RECEIPTS**

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item

purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100 percent of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. **COST PRINCIPLES**

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 ALLOCATION OF COST POOLS

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100 percent of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

Internal Revenue Notice 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 205991

EXHIBIT G

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

ss:
State: Zip Code:
per:
Type of Goods or Services):

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

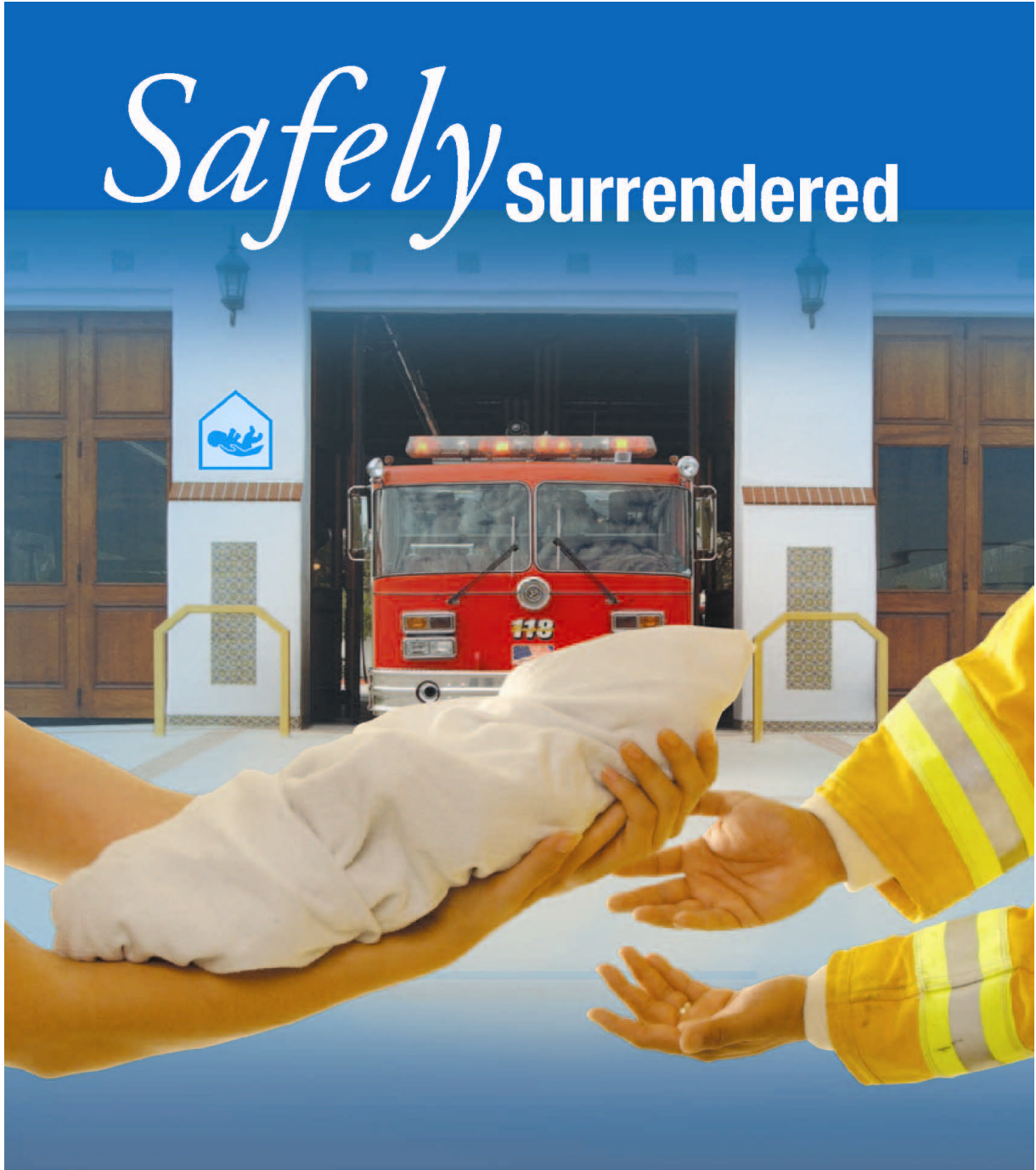
Print Name:	Title:
Signature:	Date:

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

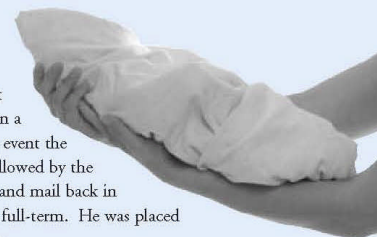
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ADMINISTRATION OF CONTRACT

CONTRACTOR'S NAME: _____
CONTRACT NO. _____

CONTRACTOR'S ADMINISTRATION:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

**ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION**

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name (Contractor's Name)

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

Contractor must check the appropriate box below and, if applicable, submit a certified copy of its registration with the California State Attorney General's Registry of Charitable Trusts.

CERTIFICATION

Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, Bidder will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

☐

OR

Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

☐

Signature

Date

Name and Title (please type or print)

**USER COMPLAINT REPORT
EMERGENCY SHELTER CARE SERVICES**

This form is to be used by DCFS users of Emergency Shelter Care services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report:	DCFS User Name:
DCFS Office Address:	
Phone No.	E-mail Address:
Date(s) of Incident(s):	

Below, please check the appropriate boxes and explain each incident separately:

- ☐ ESC Contractor is not responding to messages.
- ☐ ESC Contractor is/was not available or not responding to messages.
- ☐ ESC Contractor making staff changes without notification to the County.
- ☐ Illegal or inappropriate behavior by ESC Contractor.
- ☐ ESC Contractor is/or has not been submitting reports or maintaining records as required.
- ☐ ESC Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Other (describe):

EXHIBIT M

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For Emergency Shelter Care Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____